



Town of Merrimack, New Hampshire

6 Baboosic Lake Rd · Merrimack, NH 03054 · www.merrimacknh.gov

December 14, 2015

REQUEST FOR BID STREET SWEEPING

Sealed proposals will be received by the Town of Merrimack until 2:00 PM on Tuesday, January 12, 2016 for sweeping and cleaning the Town Maintained Roads in Merrimack, NH in accordance with the enclosed specifications and with the following conditions.

The work is to commence on or before the date specified in the Notice to Proceed (normally April 15th if weather permits) and is to be completed within forty-five calendar days.

It is the responsibility of the bidder to visit the site to become familiar with the local conditions that may affect cost, progress or performance of the work.

The contractor will be required to provide an insurance certificate confirming the following insurance coverage: worker's compensation insurance as required by the State of New Hampshire; broad-form comprehensive general liability insurance in an amount no less than \$1,000,000 combined single limit per occurrence; and motor vehicle insurance to include bodily injury, property damage, uninsured motorist, and employer's non-Township coverage in an amount no less than \$1,000,000 combined single limit per occurrence. The Town of Merrimack shall be named as an additional insured on all policies.

The contractor must also agree in writing to indemnify the Town of Merrimack from any and all liability, loss or damage, including but not limited to bodily injury, illness, death, or property damage, which the Town becomes legally obligated to pay as a result of claims, demands, costs, or judgment against the Town arising out of the contractor's actions or omissions relating to this project.

The Town's evaluation of the bidder's experience and reputation will include discussions with current users. Therefore, bidders shall identify on the Bid Form three customers for whom comparable repairs have been completed within the last five years.

The Town reserves the right to reject any or all bids, to waive irregularities in the bids, and to accept the bid which best serves the interest of the Town.

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening

Bids must be sealed, marked "Bid on Street Sweeping & Maintenance" and mailed or delivered to the Town of Merrimack, Finance Department, 6 Baboosic Lake Rd, Merrimack NH 03054 by the date and time specified above.

The Town of Merrimack's Purchasing Policy is available on the Town's website: http://www.merrimacknh.gov/town/departments/finance/bid_opportunities; a copy may be obtained by contacting the Purchasing Agent.

It is the bidder's responsibility to confirm the bid is received by the Finance Department by the date and time specified.

For additional information call Xenia Simpson, Purchasing Agent, at xsimpson@merrimacknh.gov or (603) 424-7075.

INSTRUCTION TO BIDDERS

1.01 Copies of Bid Documents

- A. The Bid Documents may be obtained at the Finance Department, 6 Baboosic Lake Road, Merrimack, New Hampshire.
- B. Complete sets of Bid Documents shall be used in preparing Bids; the Town assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. The Town in making copies of Bid Documents available on the above terms does so only for the purpose of obtaining Bids on the Work.

1.02 Qualifications of Bidders

- A. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit to the Town within seven (7) calendar days after the Bid opening; written evidence, such as financial data, previous experience, present commitments and other such data as may be requested.
- B. Failure to submit this information within the prescribed time period or submission of any incomplete, erroneous, or falsified information will be considered justification for rejection of the Bid.
- C. Data furnished herein by the prospective Bidder is solely for the information of the Town and shall be retained in strict confidence.

1.03 Examination of Contract Documents and Site

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress or performance of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress or performance of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Town of all conflicts, errors or discrepancies in the Contract Documents.
- B. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article. That, without exception, the Bid is premised upon performing the Work required by the Contract Documents by such means, methods, techniques, sequences or procedures of construction as may be indicated in, or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

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1.04 Interpretations and Addenda

- A. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the Town in care of Adam Jacobs, Operations Manager, 80 Turkey Hill Road, Merrimack, NH 03054, Phone: 603-423-8551, Fax: 603-429-8455. Interpretations or clarifications considered necessary by the Town in response to such questions will be issued by Addenda mailed or delivered no later than five (5) days prior to the date set for opening of Bids to all parties recorded by Town as having received the Bid Documents.
- B. Questions received less than seven (7) calendar days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- C. Addenda may also be issued to modify the Bid Documents as deemed advisable by Town.

1.05 Contract Time

- A. The Spring sweeping is to be completed as specified in the Agreement. The Town may request that the Contractor return for "Call Back Sweeping" at any time between July 1st and March 31st of the following year.
- B. The Contract time will run from the date in the "Notice to Proceed" to March 31, 2014. At the option of the Town, the Contract may be extended for one or two years at the hourly rates bid.

1.06 Excess Inspection Costs

Provisions for excess inspection costs are set forth in the Agreement.

1.07 Bid Form

- A. The Bid Form is included with the Bid Documents.
- B. All blanks on the Bid Form must be completed in ink or by type. The Bid Form must be fully completed and executed when submitted.
- C. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

1.08 Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in a sealed envelope, marked with the Project title and name and address of the Bidder, accompanied by the Bid security and other required documents.

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If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Faxed bids will not be accepted.

1.09 Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of the Bid.

1.10 Opening of Bids

Bids will be opened and read aloud publicly. Tabulation of the Bids will be made available to Bidders within ten (10) days after the opening of the Bids.

1.11 Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but Town may, in its sole discretion, release any Bid.

1.12 Award of Contract

- A. Town reserves the right to reject any and all Bids, to waive any and all informalities and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Town reserves the right to reject the Bid of any Bidder if Town believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, the Bidder is unqualified or of doubtful financial ability, or Bidder fails to meet any other pertinent standard or criteria established by Town. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, Town will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form prior to the Notice of Award.
- C. Town may conduct such investigations Town deems necessary to assist in the evaluation of any Bid, and to establish the responsibility, qualifications and financial ability of Bidders, to perform and furnish the Work in accordance with the Contract Documents within the prescribed time.

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Signing of Agreement

When Town gives a Notice of Award to the successful Bidder, it will be accompanied by four (4) unsigned counterparts of the Agreement. Within ten (10) days thereafter, Contractor shall sign and deliver four (4) counterparts of the Agreement to Town with the required bonds. Within 10 days thereafter, Town shall deliver one fully signed counterpart to Contractor.

AGREEMENT

GENERAL

THE AGREEMENT is dated as of the _____ day of _____
In the year 20____ by and between the Town of Merrimack, New Hampshire (hereinafter called Town) and _____(hereinafter called Contractor).

Town and Contractor in consideration of the mutual covenant hereinafter set forth, agree as follows:

1.01 Work

- A. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as sweeping and cleaning Town maintained streets.
- B. Contractor shall commence the Work required by the Contract Documents by the date specified in the "Notice to Proceed", and shall complete the Work within 45 calendar days except for "Call Back Sweeping".
- C. When the Town determines that the weather is unsuitable for sweeping, the Contractor shall stop Work. The Contractor will be paid for actual hours worked up to that time. In the event the Contractor has worked less than five hours when the Town stops the Work, the Contract time will be extended one day.

1.02 Hours of Work

- A. Normal hours of Work shall be between 7:00 A.M. and 4:00 P.M., Monday through Friday. No equipment shall be operated between the hours of 7:00 P.M. and 7:00 A.M. or on Sundays or holidays.
- B. The Town anticipates that the Contractor will furnish adequate labor and equipment to complete the Work within the normal hours of work within 45 calendar days. However, should the Contractor propose to work hours other than normal hours of work, but within the limits set forth in Paragraph A above, authorization may be granted by the Public Works Director or his designee if adequate inspection is available. Such hours will require excess inspection the cost of which will be charged back to the Contractor as described in 1.03 below.

1.03 Excess Inspection Costs

- A. If the Contractor proposes to work hours outside normal work hours as described in 1.02 A above, and the Town agrees, the Town will charge the Contractor excess inspection costs at the rate of \$30.00 per hour.
- B. In the event that the Town allows the Contractor to work beyond the 45 calendar days specified in 1.02 B above, all inspection costs will be considered excess and will be charged to the Contractor at the rate of \$30.00 per hour.

- C. The Town will deduct excess inspection costs incurred during a billing period from the Contractor's invoice for that period.

1.04 Obligation of Contractor to Town

- A. The Contractor will maintain the frequency of sweeping as agreed upon with the Director of Public Works, and as outlined in the proposed work schedule/plan subject to adverse weather conditions. The Contractor shall have backup equipment available to him in the event of a breakdown. The Contractor shall have a supervisor available to direct operations daily.
- B. The supervisor will meet daily with the Highway Foreman, or his designee to discuss problems that each, or both, may be having. The Contractor agrees not to sublet or assign this Contract in whole, or in part, without the written approval of the Public Works Director. However, nothing contained in this Agreement shall create any contractual relationship between a sub-contractor and the Town. The Contractor's supervisor will be required to supply a list of streets cleaned for the Highway Foreman to inspect daily. The streets must be cleaned of debris for approval, however, if it is necessary to go around any parked cars, or other obstacles that prevent cleaning to the curb line, the Contractor will not be required to re-sweep the area under this Contract.

1.05 Payment

- A. Downtime, prep time, lunches, coffee breaks, and maintenance time will not constitute time worked. Time worked will only be the time actually spent sweeping/cleaning paved areas
- B. "Call Back Sweeping" from the Contractor, as required by the Director of Public Works may be requested at any time between July 1, to March 31st of each year, weather permitting. A request of this nature will be formal, in writing and will be clearly identified as "Call Back Sweeping", and will require the Contractor to respond to same within seventy-two (72) hours of this receipt. Compensation will be by the hour with a minimum of four (4) hours paid in accordance with quoted prices contained in the Bid package.
- C. The Contractor shall submit an invoice to the Merrimack PWD – Highway Division on a bi-weekly basis for all hours worked during that period.

1.06 Contractual Matters

- A. Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

B. The Contract Documents which comprise the entire Agreement between Town and Contractor concerning the Work consist of the following:

- 1) Bid Proposal
- 2) Agreement
- 3) Specifications

C. Town and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

In Witness Whereof Town and Contractor have signed this Agreement in four (4) copies each of which shall be deemed an original.

TOWN:

CONTRACTOR:

(Town Name)

(Firm Name)

(Address)

(Address)

(Phone/Fax)

BY: _____
(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

(E-Mail)

(E-Mail)

ATTEST

(Corporate Seal)

(Signature)

(Name)

SPECIFICATIONS

GENERAL

The Spring sweeping consists of sweeping/cleaning all Town owned and maintained paved streets, municipal parking lots, and school parking lots. All street sweeping must be done during daylight hours, Monday through Friday, unless prior written permission is obtained from the Director of Public Works or his designee. All parking lots at the Town's schools shall be done during the school year's April vacation break.

"Call Back Sweeping" is to be performed as required from July 1, to March 31st of each Contract year.

WATER

The Town, at no cost to the Contractor, will furnish water for dust control. Only Town employees may operate hydrants.

LOCAL PERMITS AND UNIFORMED OFFICERS FOR TRAFFIC CONTROL

A blanket permit to work in the ROW will be required. The successful Bidder will obtain the ROW permit from the Public Works Highway Division (603/423-8551) located at 80 Turkey Hill Rd. There is no cost associated with this ROW permit. If required, uniformed officers for traffic control will be provided at no cost to the Contractor.

EQUIPMENT MAINTENANCE

The Town of Merrimack will not participate in, or be responsible for repairs to the successful Contractor's equipment.

WORK SCHEDULE

The Town will furnish the Contractor with Town Street maps marked with numbered zones. Unless otherwise directed by the Town, the Contractor shall complete each zone in the order shown before moving to another zone. The hours of work shall be as specified in the Agreement.

ACCEPTANCE OF WORK

The Contractor will, at the start of each workday, notify the Highway Division as to his intentions and location. Representatives of the Highway Division, as assigned by the Public Works Operations Manager, will inspect the previous day's work. The Contractor will be notified daily, in writing, of any deficiencies found during this inspection. Pavement shall be swept clean to a level acceptable for a pavement overlay as determined by the Town. Should the Contractor receive an unacceptable report, he shall return to the unacceptable area and re-sweep/re-clean same within three days.

DEFINITIONS

The term “debris” and/or “sweepings” shall mean all material normally picked up by a mechanical sweeper, such as: sand, salt, glass, paper, cans, leaves and other material.

The term “street “ shall mean the paved area between the normal curb line of a roadway whether there exists an actual curb line or not. It shall include paved municipal and school parking lots. It shall not include any ways which would cause damage to the equipment used, and does not include sidewalks or areas behind the normal curb line.

Adverse weather conditions shall mean heavy rains, extreme cold and snow, and other inclement weather conditions as so determined by the Public Works Director, or his designee. The Public Works Director or his designee shall decide whether sweeping will take place on days of adverse weather conditions.

EQUIPMENT SPECIFICATIONS AND REQUIREMENTS

All sweepers must have two gutter brooms, and a main broom capable of sweeping a minimum of a nine (9) foot path. Sweepers shall be in good operating condition throughout the life of the Contract. Sweepers shall be equipped with an efficient water spray system for dust control. A sufficient supply of spare brooms and parts shall be kept on hand to insure continuous operation. EXCEPTIONS TO THIS STANDARD MAY BE GRANTED. HOWEVER ANY AND ALL EXCEPTIONS MUST BE IN WRITING ACCOMPANYING THE BID.

DISPOSAL

The Contractor will dump sweepings in locations approved by the Town of Merrimack or directly into Town trucks. Payment for transporting materials to the approved dumping site shall be at the Contract price per hour. The Town of Merrimack’s Highway Division will be responsible for loading the sweepings and transporting the sweepings for disposal.

INSURANCE

The successful Bidder shall return four (4) signed copies of the Contract Agreement, along with the signed Contractor Insurance/Indemnification Agreement enclosed in this Bid Document.

The Contractor shall maintain at all times during the life of this Contract the following insurance coverage: Worker's compensation insurance as required by the State of New Hampshire; a broad form comprehensive general liability insurance policy in an amount of no less than \$1,000,000 combined single limit per occurrence; and motor vehicle insurance to include bodily injury, property damage, uninsured motorist, and employer's non-Township coverage in an amount of no less than \$1,000,000 combined single limit per occurrence. The Contractor must also require its subcontractors to maintain such coverage.

The Town of Merrimack must be named as an additional insured on all policies required by the foregoing, and the Contractor shall provide an insurance certificate confirming the above insurance coverage and such endorsement. This insurance certificate and the underlying insurance coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having an A.M. Best Company rating of "A" or better.

The Contractor must agree in writing to indemnify the Town of Merrimack from any and all liability, loss or damage including, but not limited to, bodily injury, illness, death, or property damage, which the Town becomes legally obligated to pay as a result of claims, demands, costs, or judgements against the Town arising out of the Contractor's actions or omissions relating to this Contract.

TOWN OF MERRIMACK
CONTRACTOR INSURANCE/INDEMNIFICATION AGREEMENT

CONTRACTOR'S NAME ("CONTRACTOR")

PROJECT DESCRIPTION ("PROJECT")

The Contractor shall maintain at all times during this Project the following insurance coverage and shall require all subcontractors to do likewise.

___ Worker's compensation insurance as required by the State of New Hampshire. This requirement may be waived only if the Individual Contractor Certification on the reverse has been signed.

___ A broad form comprehensive general liability insurance policy in an amount of no less than \$1,000,000 combined single limit per occurrence. This requirement may be waived only if the Individual Contractor Certification on the reverse has been signed and the Project involves contractual snowplowing.

___ Motor vehicle insurance to include bodily injury, property damage, uninsured motorist, and employer's non-Township coverage in an amount of no less than \$1,000,000 combined single limit per occurrence.

The Town of Merrimack shall be named as an additional insured on all policies required by the foregoing, and the Contractor shall provide a certificate confirming the above insurance coverage and such endorsement. This certificate and the underlying insurance coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having an A.M. Best Company rating of "A" or better. Said certificate must be submitted to and approved in writing by the Town of Merrimack prior to the commencement of this project.

The Contractor hereby agrees to indemnify the Town of Merrimack from any and all liability, loss or damage, including but not limited to bodily injury, illness, death, or property damage, which the Town becomes legally obligated to pay as a result of claims, demands, costs, or judgments against the Town arising out of the Contractor's actions or omissions relating to this Project and/or the actions or omissions of its subcontractors.

CONTRACTOR'S AUTHORIZED SIGNATURE

DATE

**TOWN OF MERRIMACK
INDEPENDENT CONTRACTOR CERTIFICATION**

I, the undersigned Contractor, hereby certify that: all work on the Project shall be performed either by me personally or by my subcontractors; I meet all of the following tests of an independent contractor; any of my subcontractors who do not also meet these tests have workers compensation insurance coverage as required by the State of New Hampshire; and I understand that it is on these bases alone that the Town of Merrimack's worker's compensation insurance requirement has been waived relative to my work on the Project.

1. I have a social security number which is _____
2. I shall have control and discretion over the means and manner in which the Project is to be performed.
3. I shall have control over the time that the Project is to be performed. This does not prohibit the Town from reaching an agreement with me as to a deadline for completion and a range of work hours.
4. I am a self-employed individual.
5. I do not work exclusively for the Town.
6. I shall provide the tools and equipment that are required to accomplish the Project.
7. Unless the Project involves contractual snowplowing, I shall not be paid on the basis of hours worked on the Project.
8. I have entered into a related written agreement with the Town as evidenced by the Town's purchase order #_____.

Signature _____ Date _____

BID PROPOSAL

Date_____

Proposal of _____
Hereinafter called the Bidder.

A "Corporation" of the State of _____

A "Partnership", _____

An "Individual" doing business as _____

(Circle correct term)

To the Town of Merrimack,

The Bidder, in compliance with your Invitation to bid, having examined the Contract Documents, and being familiar with all of the conditions surrounding the proposed Work, hereby proposes to furnish all labor, materials, and supplies to perform the Work in accordance with the Contract Documents, within the time set forth therein, and at the prices stated in this Proposal. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal is a part.

The Bidder agrees to commence Work under this Contract on or before a date to be specified in a written "Notice to Proceed", and to complete the Spring sweeping within 45 calendar days.

The Bidder understands that the Town reserves the right to reject any or all Bids and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good, and may not be withdrawn, for a period of thirty (30) calendar days after the scheduled closing time for receiving Bids.

JOB	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
SPRING SWEEPING 2013	VEHICLE HR	500	\$_____	\$_____ DOLLARS
			&_____	&_____ CENTS
CALL BACK SWEEPING JULY 1, 2013 TO MARCH 31, 2014	VEHICLE HR	40	\$_____	\$_____ DOLLARS
			&_____	&_____ CENTS
<hr/>				
SPRING SWEEPING 2014	VEHICLE HR	500	\$_____	\$_____ DOLLARS
			&_____	&_____ CENTS
CALL BACK SWEEPING JULY 1, 2014 TO MARCH 31, 2015	VEHICLE HR	40	\$_____	\$_____ DOLLARS
			&_____	&_____ CENTS
<hr/>				
SPRING SWEEPING 2015	VEHICLE HR	500	\$_____	\$_____ DOLLARS
			&_____	&_____ CENTS
CALL BACK SWEEPING JULY 1, 2015 TO MARCH 31, 2016	VEHICLE HR	40	\$_____	\$_____ DOLLARS
			\$_____	&_____ CENTS

TOTAL PRICE PER "SPRING SWEEPING" 2013 AND "CALL BACK SWEEPING" JULY 1, 2013 TO MARCH 31, 2014 WILL BE USED AS A BASIS OF COMPARISON.

CONTRACTOR (BIDDER)

(SEAL)

BY: SIGNATURE & TITLE

NAME

ADDRESS

PHONE/FAX

EMAIL